# MASIEB AGBEEMENI

8/31/72

70-72

LAKEVIEW EDUCATION ASSOCIATION

n d

a

# LAKEVIEW PUBLIC SCHOOLS

LABOR AND INDUSTRIAL RELATIONS LIBRARY Michigan State University

1970-1971

9/1/70-8/31/72

MEA 1216 Kendale E. Lansing, MI 48823 Lakeview Public Schools St. Clair Shores, Mich.

10

CILLA

September, 1970

Laleview 6

Schoola Do

a

Ed

#### MASTER AGREEMENT

#### TABLE OF CONTENTS

ARTICLE I

2 .

# NEGOTIATIONS

- A. Exclusive Representation
- B. Negotiating Teams
- C. Impasses
- D. Implementing Contract
- E. Scope of Agreement
- F. Copies of Agreement
- G. Reopening Negotiations

# ARTICLE II

# ASSOCIATION AND TEACHER RIGHTS

- A. Right to Organize
- B. Association Use of Facilities, Media
- C. Information Available to Association
- D. No Strike Provision
- E. Teacher Mail
- F. Substitute Teachers
- G. Teacher Uniforms
- H. Teaching Materials, Equipment
- I. Teacher Citizenship Rights
- J. Reduction of Staff Priority
- K. Student Teachers
- L. School Closing
- M. Equal Opportunity
- N. Use of Telephone

#### ARTICLE III

# PROFESSIONAL COMPENSATION

- A. Salaries
- B. Calendar
- C. Basis of Salary
- D. Association Days
- E. Released Time for Grievance

#### ARTICLE IV

# CONDITIONS OF EMPLOYMENT

- A. Agency Shop
- B. Employment of Teachers
- C. Health Requirements
- D. Re-employment forfeiture

#### ARTICLE V

#### TEACHING HOURS AND LOADS

- A. Workload, Extra Curricular Activities, Meetings, Evaluations, Conferences
- B. Teaching Hours, Duty-free Lunch
- C. Assignment According to Certification
- D. Assignment Notification
- E. Voluntary Services
- F. School Facilities
- G. Pupil-teacher Ratio
- H. Special Education Class Size
- I. Teaching Materials, Equipment
- J. Parking
- K. Unsafe Conditions

#### ARTICLE VI VACANCIES, PROMOTIONS, TRANSFERS

- A. Seniority Preference
- B. Posting Vacancies
- C. Retention of Rights
- D. Denial of Transfer
- E. Teacher Availability Questionnaire
- F. Tentative Notification of Assignment
- G. Changes in Assignment
- H. Summer School Posting

#### ARTICLE VII CONSULTANT SERVICES - SPECIAL SERVICES ROLE OF ELEMENTARY CLASSROOM TEACHER

- A. Teacher's Responsibility
- B. Consultant Specialist Services Regular Classroom
- C. Special Education Services
- D. Program Review
- E. Teacher substituting for Consultants
- ARTICLE VIII TENURE PROBATION RETIREMENT
  - A. Tenure
  - B. Probationary Period
  - C. Retirement

#### ARTICLE IX

# PROTECTION OF TEACHERS

- A. Support of Teachers
- B. Assault Upon Teacher
- C. Insurance Coverage
- D. Student Complaints
- E. Academic Freedom
- F. Professional Appearance

#### ARTICLE X

#### TEACHER EVALUATION

- A. Procedure for Evaluation
- B. Personnel File
- C. Right to Representation in Discipline
- D. "Just Cause"
- E. Association Self-policing of Discipline
- F. Dress and Behavior Evaluation



#### ARTICLE XI

1 .

#### BUSINESS AND SICK LEAVE

- A. Sick and Business Leave Description
- B. Bereavement Leave
- C. Procedure
- D. Accumulation
- E. Administration of Leave Days
- F. Sick Bank
- G. Abuse of Sick Leave
- H. Non-chargeable Sick Leave

#### ARTICLE XII

# EXTENDED LEAVE

- A. Leaves of Absence
  - 1. Illness

  - Maternity
     Sabbatical
  - 4. Military
  - 5. Government Programs
  - 6. Political
  - 7. Educational Growth
  - 8. Court
- Basic Rules for Leaves Β.

# ARTICLE XIII PROFESSIONAL GRIEVANCE PROCEDURE

- Definition of Grievance A.
- B. Grievance Steps

#### ARTICLE XIV

# CURRICULUM

- A. Changes and Dissemination
- B. Evaluation and Recommendation
- C. Presentation of Proposals to Board
- D. Evaluation
- E. In-Service Education

ARTICLE XV

# PROFESSIONAL STUDY COMMITTEE

- Membership, Meetings A.
- B. Sub-committees
- C. Scope of Committee

#### ARTICLE XVI

DURATION OF AGREEMENT

# SCHEDULE A

#### Salary Guide

- 1. MA + 15 Schedule
- 2. Credit for Outside Teaching
- 3. Lakeview Experience
- 4. Completion of Advanced Degree
- 5. Special Education Differential
- 6. Driver Education
- 7. Extra Curriculum Activities
- 8. Adult Education Salary
- 9. Extended School Year
- 10. Department Chairmen
- 11. Regular Teachers Substituting

SCHEDULE B

#### Calendar

#### SCHEDULE C

Other Benefits

- 1. Hospitalization
- Term Life Insurance
   Disability Insurance
- Leave Policies
   Master Agreement Coverage
   Tuition Reimbursement
- 7. Tenure

C-100-70

# AGREEMENT

This agreement entered into this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 1970 by and between the Board of Education of the Lakeview School District, St. Clair Shores, Michigan, hereinafter called the "Board," and the Lakeview Education Association, as associated with the MEA-NEA, hereinafter called the "Association."

Whereas the parties, following extended and deliberate professional negotiations, have reached certain understandings which they desire to confirm in this agreement, it is hereby agreed as follows:

#### ARTICLE I

#### NEGO TIATIONS

- A. The Board hereby recognizes the Association as the exclusive bargaining representative, as certified through appropriate statutes, for all certificated teaching personnel under contract, as defined by P.A. 379, 1965. The Board agrees not to negotiate with any other teacher's organization for the duration of this agreement.
- B. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education and by a majority of the membership of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.
- C. If the parties fail to reach an agreement in any such negotiations, either party may invoke the machinery of the State Labor Mediation Board or take any other action provided by law.
- D. The Superintendent of Schools and/or his representative, and the LEA President and/or his representative, may meet when they have common problems dealing with the administration of the Master Agreement. The meeting, if necessary, should be held after school hours on the last Tuesday in which school is in session of each month. These meetings are not intended to bypass the grievance procedure or the Professional Study Committee. Each party will submit to the other, on or before Friday prior to the meeting, an agenda covering items they wish to discuss. The agenda for the meeting shall consist of those items mutually agreed upon by the parties as appropriate and pertinent.
- E. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. If any provision of the Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- F. Copies of the Agreement shall be mimeographed or printed at the expense of the Board and presented to all teachers now employed or hereafter employed by the Board.
- G. If either party wishes to modify or change this agreement, it shall give written notice to this effect by March 1 of any year for the duration of the agreement. Negotiations of such proposals shall begin within <u>30 days</u> after receipt of such written notice. Changes may be made at any time by mutual consent and this agreement shall remain in full force and effect until terminated as herein provided.

#### ARTICLE II

#### Association and Teacher Rights

- A. Pursuant to Michigan Statutes, the Board hereby agrees that every employee in this bargaining unit shall have the right to organize, join and support the Association without interference with assigned duties. The Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by laws of Michigan or the Constitution of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages or any terms or conditions of employment by reason of his membership in the Association, his participation in any activities of the Association in accordance with this agreement or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this agreement with respect to any terms or conditions or employment.
- B. The Association and its members shall have the right to use school building facilities at all reasonable hours, not to include teaching time, for meetings.

A bulletin board in the teachers' lounge shall be made available to the Association and its members. Inter-school and intra-school mail will be made available to the Association and its members, provided a copy of all written or duplicated material to be distributed widely to its membership shall be delivered to the Office of the Superintendent concurrently. This shall not include copies of material for limited distribution to members of a bargaining committee unless such material is also made for general distribution.

- C. The Board agrees to furnish to the Association in response to reasonable requests available information concerning the financial resources of the district; tentative budgetary requirements and allocations and such other information as will assist the Association in developing programs. Non-economic information, such as class sizes and program evaluation shall also be made available.
- D. Recognizing that the education of children is the basic reason for establishment and operation of our public school system, the Lakeview Education Association agrees that no strike, as defined under Act 379 of the Michigan Public Acts of 1965, will be voted, condoned, authorized or undertaken by its members within the life of this contract and that any teacher engaging in a strike, authorized or unauthorized by the LEA, in the Lakeview School District or in any of its schools will be subject to dismissal according to statutory provisions.
- E. All mail addressed to an individual teacher shall be forwarded immediately to that teacher unopened. It shall be the responsibility of the teacher to forward, without delay, any bills or forms to the Administration Building. The School address should not be used for personal mail. No bill shall be incurred without the approval of the principal and assistant superintendent for business.

#### Article II continued

- F. The Board agrees at all times to maintain an adequate list of substitute teachers. Teachers shall be informed of a telephone number they may call to report unavailability for work one hour prior to starting time. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher. Failure of the teacher to report such unavailability one hour prior may result in loss of pay for that day.
- G. Upon prior authorization the Board shall furnish without charge gym uniforms and tank suits for all physical education teachers, smocks for art, home economics, manual training and science teachers, and shall provide without charge laundering service therefor.
- H. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. The Board agrees at all times to keep the schools reasonably and properly equipped and maintained.
- I. Notwithstanding their employment, teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher except that teachers shall not further political or religious convictions on school time.
- J. Should substantial and unforeseen changes in student population or other conditions make necessary a general reduction in the number of teachers employed by the Board, the Board will retain, as nearly as possible, those teachers with permanent teaching certificates having the longest service in the district. The Board will further use their best efforts to assist all teachers terminated for lack of duty to secure employment in adjacent school districts upon terms and conditions as nearly comparable as possible. Nothing herein shall relieve the Board from fulfilling the terms of any contract with a teacher. Prior to any reduction that calls for dismissal of teachers, the Board shall discuss such reduction plans with the Association.
- K. Student Teachers Student teachers shall be assigned to supervisory teachers who voluntarily accept the assignment and who have tenure status and a Masters Degree whenever practicable.

Supervising teachers shall work with the university program coordinator and principal in developing extensive opportunities for the intern teachers to observe and practice the arts and skills of the profession.

The Board agrees to provide intern teachers or student teachers with a copy of the most recent texts, guides, building policies, and a copy of this Agreement to assist them during this period.

#### ARTICLE II (continued)

The supervising teacher shall also complete any other records required by the University as a part of this assignment.

None of the above paragraphs shall restrict or limit cooperative development of innovations or experimental programs in the pre-service experience of student teachers. An evaluation by the persons involved shall be given to the Professional Study Committee within the semester following the implementation of the program.

L. Nothing in this Article shall require the Board to keep schools open in the event of severe inclement weather or when otherwise prevented by act of God. When the schools are closed to students due to inclement weather, teachers shall not be required to report for duty.

On those days when it may be necessary to close one building to the children due to mechanical failure or other conditions which may render the building unsuitable for occupancy, the teacher shall report for duty. The affected teachers may be used to substitute in their subject area or at an appropriate grade level within their certification and teaching experience. They may also be reassigned to work on professional projects approved by their building principal.

- M. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex or marital status or membership in or association with the activities of any employee organization. The Board and the Association pledge themselves to seek to extend the advantages of public education to every student without regard to race, creed, religion, sex, color or national origin and to seek to achieve full equality of educational opportunity to all pupils.
- N. Existing telephone facilities shall be made available to teachers for their reasonable use.

# C-103-70

#### ARTICLE III

#### Professional Compensation

A. The salaries of teachers covered by this Agreement are set forth in Schedule A which is attached to and incorporated in this Agreement.

The Board agrees that all contractual salary obligations shall be paid either in legal tender or in a demand note (bank check) redeemable immediately in legal tender. Such payments will be made on a regular bi-weekly schedule listed in Schedule A.

B. The School Calendar appears in Schedule B.

. .

C. The salary schedule is based upon a normal weekly teaching load as hereafter defined in Article V.

No additional compensation will be made for any services rendered by the teacher and no additional duties will be assigned unless a prior written agreement setting forth the terms and nature of such extra salary and duty has been made in writing and signed by both teacher and superintendent or his appointed representative and approved by the Board.

- D. There shall be twenty (20) days granted to the Association to attend professional meetings on the state or national level. The use of these days shall be left to the discretion of the Association, as per letter of intent.
- E. A teacher engaged during the school day in any professional grievance negotiations with representatives of the Board of Education and the Labor Mediation Board or arbitrator shall be released from regular duties without loss of salary.

#### ARTICLE IV

#### Conditions of Employment

#### A. Agency Shop:

- 1. Since all members of the bargaining unit are beneficiaries of the services of the bargaining unit, the expense of its negotiation and administration shall be shared equally. If a teacher should fail to execute an authorization for the deduction of LEA-MEA-NEA dues, he shall, as a condition of employment, execute an authorization equivalent to the LEA-MEA-NEA dues as assessments.
- 2. The sums which are deducted as dues or assessments shall be forwarded to the Association within thirty (30) days of the deduction.
- 3. The Board shall notify employees of termination of employment at the end of the school year, unless they comply for that school year.
- 4. The Association agrees to assume the legal defense of any suit or action brought against the Board regarding this section of the collective agreement. The Association further agrees to indemnify the Board for any costs or damages which may be assessed against the Board as the result of said suit or action, subject however, to the following conditions:
  - a. The damages have not resulted from the negligence, misfeasance, or malfeasance of the Board or its agents.
  - b. The Association, after consultation with the Board, has the right to decide whether to defend any said action or whether or not to appeal the decision of any court or other tribunal regarding the validity of the section or the defense which may be assessed against the Board by any court or tribunal. If the Association decides not to defend, it shall pay any costs or damages incurred.
  - c. The Association has the right to choose the legal counsel to defend any said suit or action.
  - d. The Association shall have the right to compromise or settle any claim made against the Board under this section.

#### B. Employment of teachers:

- 1. No new teacher shall be employed by the Board for a regular teaching assignment who does not have a bachelor's degree from an accredited college or university, and a provisional or permanent certificate, or who does not have vocational certification.
- 2. Each teacher shall provide the school district with a transcript of college credits and shall be responsible for having his transcripts brought up to date annually if any additional college credit courses have been completed during the year.
- 3. Each teacher shall have the responsibility for maintaining full state certification.

#### C. Health Requirements:

- 1. Upon initial employment, each employee shall furnish a written statement from a physician or doctor stating that he is physically able to perform teaching duties.
- 2. Upon initial employment, proof of T.B. Chest X-ray or Mantoux test shall be filed with the school district Health Service Office and shall be renewed annually. Failure to file such statement by the start of school shall result in suspension of employment without pay.
- 3. Health Services will notify all employees of location, date and times when T.B. test units will be in the area. Health Services will request a time for the Mantoux test to be provided in the District.
- 1: Any employee required by the county health department to take an X-ray due to exposure in the course of employment will not be charged sick leave or cost of the X-ray.
- 5. The Board of Education reserves the right to require physical examinations and psychological examinations by a Board-approved examiner for any employee at the expense of the Board of Education. The teacher, at his expense, may select an additional examiner. All requests and results of the examination will be kept confidential. If, through any source, such request becomes known publicly, the results of such examination shall be made public upon request of the employee.
- D. Any teacher who is not covered under the leave policies and leaves before his contract is terminated shall forfeit all rights to reemployment and shall not be rehired under any circumstances.

#### ARTICLE V

#### Teaching Hours and Loads

- A. 1. Secondary school teachers shall be employed for a normal 30 hour teaching week plus a homeroom period or the assignment not to exceed 25 minutes, all to be assigned within teaching hours established in Article IV. Approximately 5 hours per week will be scheduled for preparation, conference, and evaluation. Adjustments may be made in accordance with the established patterns of shortened class periods when assemblies are held.
  - 2. It is recognized that extra curricular activities are necessary. The building administrator shall determine the activities and assign teachers to these activities, as equitably as possible, considering such factors as voluntary priorities, interests and the work load involved. In accordance with established practice, each teacher will accept one co-curricular club or activity other than those listed in Schedule A.

A teacher committee will be formed to review the assignments and assist the administrator in correcting any inequalities brought about by discrepancies in the original assignments or by lack of teacher effort in carrying out such assignments.

- 3. Elementary school teachers shall be employed for a normal teaching day of 5 hours and 45 minutes.
- 4. All teachers will be available for before-school and after-school supervision, conferences, etc.
- 5. All teachers will attend scheduled teachers'meetings and in-service meetings unless prior authorization is obtained from the building administrator. Teachers' meetings may be scheduled once per week for one hour.
- 6. All teachers shall evaluate student work, such as the established practice of checking papers, preparing home reports, preparing for and conducting parent-teacher-student conferences scheduled with school day and evening sessions, etc.
- 7. The building administrator shall have authority to re-assign any teacher duties to meet any emergency situation.
- 8. Nothing in this contract shall be construed to discourage exploration of unique organization for instruction such as a block time program or flexible scheduling.
- B. 1. Teachers should be at their assigned posts 15 minutes before classes start. Teachers may leave assigned post 15 minutes after children are dismissed.

#### ARTICLE V continued

- 2. Duty Free Lunch:
  - (a) Elementary teachers (K-6), with the exception of special pupil needs referred to below shall have a duty free lunch period, a minimum of 50 minutes (11:33 to 12:23) with teachers free from duties after children have been dismissed orderly, until assigned to supervise youth re-entering.
  - (b) Building administrators shall schedule adequate teacher supervision of children leaving the school building and property at dismissal time.
  - (c) Where there are special pupil needs clearly identified, the Building Administrator may assign the classroom teacher who works with the children throughout the regular school day to have lunch with the specific children identified. These day special cases will include some suspected Aphasic children assigned to special education classes.
  - (d) If the Building Principal finds it necessary to assign one teacher to have lunch with special children, the Building Administrator shall relieve the specific teachers involved from other teacher-supervisory activities outside the classroom not related directly to the special children involved.
  - (e) The Building Administrator shall schedule one certified teacher or administrative employee on a rotating basis to be on call during the noon period to assist any lay citizen supervisor of children in any specific disciplinary or management problem. A record of the dates and circumstances of such emergency call for services shall be maintained and used in the evaluation of an in-service training of lay citizen supervisors.
  - (f) There shall be no restrictions placed upon any certified teacher who wishes to voluntarily perform educational services to individual pupils or groups of pupils during the assigned duty-free lunch period.
  - (g) Secondary teachers (7-12) shall have a scheduled duty-free lunch period of a minimum of 25 minutes. The Building Administrator shall provide for teacher supervision at the doorway of each classroom as pupils enter and leave the classroom.
- C. Since pupils are entitled to be taught by teachers who are working within their areas of competence, teachers shall not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates or their major or minor fields of study.
- D. Teachers will receive a tentative assignment for the next school year, preferably by June 1. Whenever a change in tentative assignment is necessary, the teacher will be notified as soon as practicable.
- E. Any certified teacher may voluntarily perform additional educational services when such are approved by the superintendent or his delegated representative.

- F. The parties recognize that optimum school facilities for both student and teacher are desirable to insure the high quality of education that is the goal of both the Association and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school day should be directed toward insuring that the energy of the teacher is primarily utilized toward this purpose.
- G. The pupil-teacher ratio is recognized as an important aspect of an effective educational program. The parties agree that class size should be within limits of the North Central Schools recommended sizes for Junior and Senior High School. The Board further agrees to try to maintain a classroom teacher-pupil ratio of 30 or less in each building. Class sizes shall not limit different types of grouping for instruction, such as large groups or experimental programs in which the teacher has agreed to participate.
- H. Special education classes should not exceed state suggested maximums, without at least one of the following conditions:
  - (a) teacher permission.
  - (b) addition of a para-professional
  - (c) pro-rating of integrated students.
- I. The Board shall provide:
  - 1. A separate desk for each teacher in the district, with a lockable drawer space.
  - 2. Suitable closet space for each teacher to store coats, overshoes, and personal articles.
  - 3. Adequate chalkboard space in every classroom.
  - 4. Teacher's editions for the exclusive use of the teacher in each of the courses he is to teach, to be returned to the principal at the close of each school year.
  - 5. A dictionary in every classroom and a collegiate dictionary for every teacher, to be returned to the principal at the close of each school year.
  - 6. Adequate storage space for instructional materials.
  - 7. Adequate attendance books, paper, pencils, pens, chalk, erasers, and other such material required in daily teaching responsibility.
  - 8. Keys to their classrooms and personal offices and to their building (upon request) in order to provide access after regular school hours for professional purposes. Teachers using buildings will exercise reasonable care concerning doors, lights, and windows.
- J. Adequate improved off-street parking will be provided for teachers.
- K. Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well being.

#### ARTICLE VI

#### Vacancies, Promotions and Transfers

- A. In determining the assignment and transfer of said personnel to a vacancy or a new position, special area, or extra-curricular, consideration shall be given to existing staff according to length of service in the school system, providing formal educational training is in the area of concern and qualifications are equivalent.
- B. All vacancies shall be posted on the teachers' bulletin board for 48 hours before a vacancy is filled. Any person desiring such a position, which becomes open during the school year, should so have indicated on his last availability questionnaire. Filling of vacancies from the existing staff during the school year should be minimized. If the teacher involved objects to the transfer, the teacher and representative of the LEA shall consult with the appropriate administrator. If no concurrance by the teacher involved is forthcoming, the appropriate administrator shall put in writing his reasons for the transfer, and the teacher shall have recourse to the formal grievance procedure. When vacancies occur during the summer, the Board shall notify the Association President.
- C. Any teacher who shall be transferred to a supervisory or executive position and shall later return to a teaching status shall be entitled to retain such rights as he may have had under this Agreement prior to such transfer to supervisory or executive status.
- D. The reasons for denying a transfer shall be given in writing to the teacher's transfer request, whether transfer position or assignment involves transfer within a school building, between schools at the same or different educational level or from one subject area to another.
- E. A teacher availability questionnaire will be distributed to all faculty members on which preference of teaching assignment and buildings may be listed. Availability forms shall be distributed by the personnel office to all teachers prior to February 1. These forms shall be completed by the teacher and returned no later than February 15. Transfer requests will be summarized and considered as specific vacancies occur.
- F. Tentative Notification of Assignment All teachers will be notified of tentative assignments for the coming year by the day school closes. A copy of these assignments will be made available to the association.
- G. Where a change is made in a teacher's tentative assignment after July 1 of any year, the teacher shall have the option of accepting the new assignment or resigning. The Board agrees that in all afore-mentioned cases the Board will release the teacher from his contract.
- H. Anticipated summer school openings shall be posted and filled prior to the end of the school year, and those teachers interested may have the opportunity to apply.

#### ARTICLE VII

#### Consultant Services - Special Services Role of Elementary Classroom Teacher

- A. Each elementary classroom teacher will have children assigned as equitably as possible considering attendance areas, numbers of children per grade, possibilities of combination grades, etc. Elementary teachers shall have primary responsibility for the educational program of their class. This shall include the integrated instruction of art, music, and physical education when the teacher specialist is not scheduled in their classroom.
- B. Consultant-Specialist Services
  - 1. Teacher specialists who will be made available to assist classroom teachers include art, vocal music, instrumental music, physical education, librarians, instructional service center personnel.
  - 2. The building administrator will communicate with all classroom teachers informing them of the scheduled time teacher specialists are available, and will work with the teachers to determine the most appropriate plan for maximum utilization of such teacher specialists for the educational program with the building.
  - 3. Elementary classroom teachers and teacher specialists will cooperatively plan for the teaching and utilization of necessary skills and activities to be taught. Each classroom teacher will remain in the classroom with the teacher specialist until the teacher is familiar with the special techniques demonstrated by the specialist. The teacher may leave the classroom in charge of the teacher specialist for specified periods of time for effective planning, consultation with other teachers, building administrators, parents, specific children or special teachers.

Teachers are not required to remain in the classroom during the entire scheduled activity. They are expected to be familiar with the program in special services so that programs in art, vocal music, and physical education may be continued and reinforced by the classroom teacher. The teacher is expected to return to the classroom prior to the end of the special activity.

It is not the intent of this Article for the principal to mandate classroom teachers to remain in the classroom during the special activity. The principal is expected to use professional discretion in these matters. If any conflicts arise regarding this policy, the specialists or teacher, are requested to discuss this matter with the building principal. In case of principal, teacher, specialists, disagreement, the Assistant Superintendent for Instruction should be informed so that he may act to resolve any problems.

The elementary building principals are encouraged to follow the above agreed upon procedure unless special problems are in evidence. In the latter case, the principal should meet with the classroom teacher and specialist to discuss and plan for the special needs.

- C. Special Education
  - 1. Special education services available may include, psychologist, diagnostician, social workers, speech correction, teachers for the homebound, mentally handicapped, emotionally disturbed, and learning disabled.
  - 2. Each classroom teacher will consult with the building administrator whenever special needs of children assigned are recognized, and each classroom teacher will refer specific children for special services utilizing appropriate forms provided.
  - 3. The building administrator will assist the classroom teacher as liaison person between classroom teacher and Director of Special Education or Special Services personnel.
  - 4. Special Education Housing
    - a. The Board shall provide adequate private offices in a central building for all traveling personnel. Such offices shall be at ground level or above and provide adequate heat, ventilation, lighting and telephones.
    - b. Each school building shall provide a private, quiet room with facilities for use with children. Proper lighting, heating, and ventilation shall be provided.
    - c. Classrooms shall be located according to:
      - 1) The needs of special children.
      - 2) The continuity and need for proximity of programs.
      - 3) The adequacy of the building administrator to cope with Special Education programs.

# D. Program Review

Each teacher shall review with the building administrator periodically, the effectiveness of and any problems involved with the educational program for the children assigned, with recommendations.

E.

In the event that a consultant of art, vocal music and physical education is absent and no substitute is provided, the classroom teacher scheduled may serve as substitute if that particular subject is taught during this time. The lesson plans, prepared in advance by the consultant shall be followed. Teachers following these procedures will be paid at the established per hour rate (as per Salary Guide). This does not include chorus, instrumental music, strings and library instruction.

#### ARTICLE VIII

#### Tenure - Probation - Retirement

# A. Tenure

All fully qualified teachers who have been employed two or more years in the Lakeview Public Schools and who have given satisfactory service may be given continuing contracts as defined under the State Tenure Act.

#### B. Probationary Period

- 1. All statutory regulations of the State of Michigan regarding teacher probation will be observed.
- 2. Teachers during the first two years of employment shall be deemed to be in a period of probation.
- 3. No teacher shall be required to serve more than one probationary period in the Lakeview Public School District. An extension of the probationary period or a third year of probation may be granted by the Board of Education upon notice to the Tenure Commission.
- 4. Teachers on tenure transferring from another school district, may be accepted fully by the Board of Education or required to serve not more than one year of probation.
- 5. At least sixty (60) days before the close of each school year, the Board of Education shall provide the probationary teacher with a definite written statement as to whether or not his work has been satisfactory.

Failure to submit a written statement shall be considered conclusive evidence that the teacher's work is satisfactory. Any probationary teacher or teacher not on continuing contract, shall be employed for the ensuing year unless notified, at least sixty (60) days before the close of the school year, that his services will be discontinued.

6. After satisfactory completion of the probationary period, a teacher shall be employed continuously by the controlling board under which the probationary period has been completed. A teacher shall not be dismissed or demoted except as specified in the State Tenure Act. (Articles I and II)

#### C. Retirement

- 1. An employee who reaches the age 65 on or before June 30 of the year, shall be discontinued on Tenure Status. The Board of Education reserves the right to extend an annual contract to teachers beyond that age.
- 2. An employee, who reaches retirement (65 years) before completing the service requirement as established by law or board policy, and who wishes to continue in the employ of the Board in order to complete the service requirement, may make application annually for an extension of the employment period. The Board shall consider the application and take action as it deems best.
- 3. All persons employed by the Board may be granted an extension of the employment period upon annual application until such employee reaches age 70.

#### ARTICLE IX

#### Protection of Teachers

- A. The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom.
- B. Any case of assault upon a teacher during performance of duty shall be promptly reported to the Board or its designated representative. The Board attorney will advise the teacher of his rights and obligations with respect to such assault.
- C. The Lakeview Public School District shall provide insurance coverage which protects members of the Association for any legal action (except liability incurred in privately owned automobiles) which could be instituted due to their employment in the Lakeview Public Schools. Limitations: \$100,000 each person, \$300,000 each occurrence.

The fact that the District's carrier defends the teacher does not mean the District waives the right to instigate disciplinary or dismissal action toward that same teacher.

- D. Any complaints by a parent of a student directed toward a teacher shall be promptly called to the teacher's attention and plaintiff's identity revealed if a written record of such complaint is to become a part of the teacher evaluation file.
- E. The parties seek to educate young people in the democratic tradition to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Consititution and the Bill of Rights, and to instill appreciation of the values of individual personality.

Responsible academic freedom in teaching shall be encouraged for all teachers who shall exercise such freedom within the framework of the curriculum, the Code of Ethics, and school policies. Good judgement, common standards of decency, and individual conscience shall prevail at all times. Within these guidelines, the teacher is encouraged to teach the students in the best manner of which he is capable.

Teachers have an obligation to present facts without bias, and to encourage students to think and to draw objective conclusions.

A review committee composed of two members appointed by the Board of Education and two members appointed by the LEA shall be chaired by the Assistant Superintendent for Instruction or his representative to consider teacher questions arising in relation to academic freedom. Individuals directly involved in the disagreement may not be members of the review committee.

F. Teachers are expected to comply with reasonable rules, regulations and directions from time to time adopted by the Board or its representatives which are not inconsistant with the provisions of this agreement, the constitutions of Michigan and the United States.

Within the limits of good taste, neatness and appropriate professional appearance, teachers' rights to personal dress and grooming will not be denied. Charges of alleged infractions may be appealed to the academic freedom committee.

# C-110-70

#### ARTICLE X

# Teacher Evaluation

The Superintendent shall administer a program of evaluation for all teachers which shall be directed toward helping them succeed in their respective appointments. This program of evaluation shall be uniform in all Lakeview Public Schools.

- A. 1. All monitoring or observation of a teacher shall be conducted with the full knowledge of the teacher.
  - 2. All teachers shall be visited in the classroom by the building administrator a minimum of once per semester.
  - 3. The department chairman may confer with the building administrator and teacher observed upon request of the building administrator.
  - 4. There shall be two written evaluations each year during the probationary period — one prior to November 15 and another prior to March 15.
  - 5. All teachers shall be kept informed of their successes or needs.
  - 6. In cases of a teacher request or in cases where the teacher does not perform up to District expectations according to administrative evaluations, a teacher may be reassigned by the Ass't. Superintendent for Instruction for the duration of the contract at the same salary.
- B. Each teacher shall have the right upon request to review the contents of his own personnel file. A representative of the Association may be requested to accompany the teacher in such review.
- C. A teacher shall at his request be entitled to have present a representative of the Association when he is being reprimanded, warned or disciplined for any infraction of discipline or delinquency in professional performance.
- D. No teacher shall be disciplined, reprimanded, suspended, reduced in compensation or deprived of any professional advantage without just cause.
- E. The Association recognizes that abuses of sick leave or other leaves, chronic tardiness or absence, willful deficiencies in professional performance, or other violations of discipline by a teacher reflect adversely upon the teaching profession and create undesirable conditions in the school building. Alleged chronic violations of the Contract, 1963 MEA Code of Ethics, or breaches of discipline that are reported to the offending teacher will also be reported to the Association and the Association will use its best efforts to correct breaches of professional behavior by any teacher. Further, the Association agrees to attempt to correct known cases of unprofessional behavior before they become chronic.

C-110-A-70

F. Administrative evaluations of teachers shall not be placed on, nor shall they mention, personal taste in dress or appearance except within the limits set by Article IX, Paragraph F. Similarily, evaluations shall not be based on a teacher's personal life or conduct except as they effect his conduct on the job.

.

#### ARTICLE XI

#### Business and Sick Leave

A. All regular ten (10) month instructional and non-instructional employees are entitled to eleven (11) days leave per year from service in their respective positions for the following specific reasons:

- 1. Personal illness or accident.
- 2. Serious illness of a member of the immediate family residing with the employee, to permit time to arrange for adequate care.

(Any other person acceptable as a deduction on personal income tax will also be considered with the same status as a member of the immediate family, but must be so stated in the written report of reason for absence.)

(Immediate family shall mean -- father, mother, husband, wife, son, daughter, brother, sister, father-in-law, mother-in-law, grandparents, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandchildren, or anyone who stands in the place of parents.)

- 3. To attend a funeral of a relative or friend.
- 4. To a limit of three (3) days in any one school year from the eleven (11) days leave covered under this policy, employees may take time away from regularly assigned duties for such business that cannot be taken care of outside regular school hours. Specific examples are
  - (a) The closing of purchase or sale of property which must be handled during time scheduled by a bank, mortgage company, etc.
  - (b) To review tax settlements with local, state or federal agencies where such is impractical to be handled by correspondence. (These appointments should be scheduled early in the day or late in the day in order that one-half (1/2) day will usually be sufficient time ito be absent from the position).
  - (c) Court appearances to give testimony.
  - (d) Legal counseling regarding personal matters when such legal counseling is not available outside regular school hours; reading of wills, closing estates, etc.
  - (e) Moving household goods, which should be limited to one day for any one moving.
  - (f) Counseling at a college or university regarding an advanced degree, when such counseling cannot be handled by correspondence, telephone, outside of regular school hours.
  - (g) Marriage ceremony where the employee is a member of the official wedding party.

(One (1) day is sufficient except where excessive travel makes it necessary for two (2) or three (3) days.)

#### C-111A-70

- (h) For specific emergencies that require the individual to be absent from assigned duties, such as:
  - (1) A serious fire at home
  - (2) Furnace explosion or failure
  - (3) Natural disaster at home such as windstorm damage, flooding damage, etc.
- (i) Other personal matters that cannot be taken care of outside the regular school day with the specific approval of the Superintendent.

Items that will be specifically forbidden to be covered under leave policy with salary, include the following examples:

- (a) Extension of holiday leave or vacations.
- (b) Appointments with beauticians, etc.
- (c) Purchase or installation of equipment.
- (d) Conferences with child's teacher in another district unless there are some extenuating circumstances that may be clearly identified.
- (e) To inspect or shop for real estate with a realtor or owner.
- (f) To repair ones automobile, house, appliance or equipment to save the cost of service fees.
- (g) To attend programs based upon the employee's desire rather than necessity.
- (h) Interviews for other employment, unless specifically approved by the superintendent.
- B. Bereavement leave: Up to a maximum of three (3) days, not to be charged against sick leave, will be granted in case of a death of a member of the immediate family (as defined above).
- C. Procedure
  - 1. Whenever possible, at least 24 hours advance notice will be given before leave is used.
  - 2. All employees shall file an absence form stating under which category the leave qualified.
- D, All unused leave days shall be accumulated to a total of 100 days for ten (10) month employees.
- E. Leave policy shall be administered as one (1) day per month, plus one (1) bonus day credited upon completion of each full contract year.
- F. Extended Illness
  - 1. The Board of Education shall contribute one day per teacher for a noncumulative sick bank.
  - 2. The bank shall be administered by a five member committee composed of two members appointed by the LEA, two appointed by the Board of Education, and chaired by the Superintendent.

Extended Illness - cont'd.

- 3. The committee may grant additional sick leave days, after the 20th work day of a continuous illness, up to the date of coverage of the Disability Insurance.
- 4. A relapse of an extended illness covered by the sick bank, occuring within 30 days of the employee's return to work, may be immediately referred for consideration by the sick bank committee, without the waiting period.
- G. Abuse of sick leave. The following penalties may be invoked in cases involving use of sick and business leave for reasons other than herein described:
  - 1. First Occurance: loss of pay for those days involved.
  - 2. Second occurance: five day suspension without pay, in addition to loss of those days involved in the abuse.
  - 3. Third occurance: Board hearing for possible termination.
- H. Teachers will not be charged sick leave due to absence from their jobs for reason of illness definitely established as contracted as a result of their employment, from the following list:

a. Mumps
b. Measles
c. Chicken Pox
d. Scarlet Fever

A physician's statement shall be submitted.

#### ARTICLE XII

#### Extended Leaves

- A. Leave of Absence: the following leaves of absence shall be granted by the Board of Education.
  - 1. <u>Illness</u>: any tenure teacher whose personal illness extends beyond the period compensated under Article XI shall be granted a leave of absence without salary until there is complete recovery from such illness.
  - 2. <u>Maternity</u>: A teacher who becomes pregnant while under contract may be required by the Board of Education to discontinue teaching in the Lakeview Public Schools at the end of the fifth month of pregnancy, except when this date falls within two school months of the end of the semester upon filing a statement each month, after the fifth month of pregnancy, from the attending physician advising of physical and emotional fitness satisfactory to continue teaching. Upon request, a tenure teacher may be granted a maternity without salary upon approval of the Board of Education. Such leave of absence shall be for a period of not more than two school years. The leave may, upon approval of the Board of Education be renewed for an additional period of at least three years. A teacher who adopts a child on legal adoption shall be extended same privilegos as member with natural born child.
  - 3. Sabbatical:
    - a. Any professional employee of the Lakeview Public Schools who has served the school district in a contractual professional capacity for 7 consecutive years or more of satisfactory service as a fulltime professional employee in the Lakeview Public Schools may file an application for a sabbatical leave. (A one year leave shall not interrupt the consecutive years, nor shall it be included within the total).
    - b. The applicant must hold a Michigan Life or Permanent teaching certificate, and must hold a Master's Degree, or Bachelor's Degree if the quota is not filled with Master Degree applicants.
    - c. No professional employee will be granted more than two sabbatical leaves, a minimum of seven years having elapsed between the first and second leave.
    - d. A sabbatical leave may be granted for a period of not less than one full semester nor more than two full consecutive semesters.
    - e. The compensation for the professional employee on sabbatical leave shall be one-half (1/2) of the salary he would receive if on a fulltime contract salary basis in his position. All other benefits accrued by other professional employees under this contract, such as hospitalization, life insurance, increments etc., are to be afforded to the employee on sabbatical leave.
    - f. Sabbatical leave is granted to professional personnel to permit them to improve their ability to render services to the Lakeview Public Schools and its educational program. Therefore, sabbatical leave may be granted for the following purposes:
      - (1) for formal study in a program of recognized courses leading to an advanced degree, conducted by a recognized college or university in the United States or abroad.
      - (2) for individual research, study, or writing under the direct supervision of the school district or an accredited college or university.

#### C-712A-70

- g. The professional employee on sabbatical leave shall not accept outside employment while on such leave without prior approval of the Board of Education. The employee while on sabbatical leave, however, is encouraged to apply for and accept college fellowships in the particular field of study; details of such fellowships shall be reported to the Board of Education.
- h. The employee on sabbatical leave will be required to file periodic reports with the Superintendent of Schools as follows:
  - 1. an initial report setting forth the plan of study.
  - 2. a mid-semester progress report.
  - 3. end of semester final report.
- i. The application for sabbatical leave must be filed with the Superintendent of Schools between January 1 and February 15 for the fall semester consideration and between July 1 and August 15 for the mid-semester consideration. All applications shall be considered on their merits as they relate to the potential benefits to the Lakeview Public School District.

Consideration will be given to:

- 1. potential benefit to the school district.
- 2. evidence of professional growth of the employee during preceding years.
- 3. seniority of service.
- 4. previous leave of absence.
- 5. date of filing.
- 6. any other factors that demonstrate the advisability of granting such leave.
- A sabbatical leave, once granted, may not be terminated before the date of expiration unless authorized by the Board of Education upon the request of the applicant and recommendation of the Superintendent.
- k. The Board shall limit the number of teachers on sabbatical leave at any time to 1% of the total professional teaching staff.
- 1. The applicant shall file with the Board of Education an agreement that he will remain in the service of the Lakeview Public Schools for a minimum period of two years after the expiration of the sabbatical leave.

If an employee does not continue employment with the Lakeview Public Schools for two years immediately following his sabbatical leave, he shall repay the Board of Education an amount of money equal to 5% of his total sabbatical leave each month of the unexpired portion of the two years required service following the expiration of sabbatical leave, but not to exceed a total of 20 months or the total amount received in sabbatical leave salary.

In cases where the person becomes incapable of rendering professional services, the Board of Education shall automatically extend the leave of absence time without further salary until the person is able to return, or the Board of Education may, on its judgement, waive this rule.

4. <u>Military</u>: Military leave of absence shall be granted to any teacher who shall be inducted or shall enlist for military duty with any branch of the armed forces of the United States.

Teachers on military leave shall be given the benefit of any increments which would have been credited to them had they remained in active service with the school system, provided the teacher returns to Lakeview Schools as soon as a position for which he qualifies becomes available after honorable discharge from military service, with a limitation of five (5) years. The Board of Education upon written request may approve extended leave of absence, without increments, for a specific purpose such as continued education.



j.

- 5. <u>Government Programs</u>: A leave of absence shall be granted for tenure teachers who volunteer for approved government service programs, such as the Peace Corps, Teacher Corps, and Vista to a limitation of three years.
- 6. <u>Political</u>: The Board of Education shall grant a leave of absence to any teacher to campaign for election to public office.
- 7. Educational Growth: The Board of Education shall grant a leave of absence for a period of one (1) year to any teacher to:
  - a. travel
  - b. attend college full time
  - c. participate in educational programs.
  - d. participate in other worthwhile activities subject to approval by the Superintendent.
- 8. <u>Court Leave</u>: Any employee called to court for jury duty or subpoenaed as a witness, shall receive full salary minus the amount paid by the court. Such days shall not be chargeable against sick days.

Other court appearances not covered by business leave, may be individually approved by the Superintendent.

- B. Basic Rules for all Leaves:
  - 1. upon return from leave of absence the teacher shall be placed in the same position, if available, or the first available position for which the teacher is qualified. The teacher may be assigned as a substitute teacher until a regular teaching position for which he qualifies is available.
  - 2. a doctor's statement is necessary prior to returning from maternity or illness leave.
  - 3. a salary increment is not granted in the case of maternity, political, illness, or educational leave; but is granted for sabbatical, military, government leave.
  - 4. upon return from leave of absence accumulated sick days shall be reinstated. No additional sick days shall be accumulated during leave of absence, including sabbatical.
  - 5. salary shall only be granted in Sabbatical and Court Leaves.

#### ARTICLE XIII

#### Professional Grievance Procedure

- A. A grievance is a teacher's or a group of teachers claim upon a belief there has been a violation, misinterpretation, or inequitable application of a teacher's rights as it relates to established policy, or any provisions of this agreement.
- B. Procedure:
  - 1. Prior to filing a written grievance with the Association, the aggrieved teacher may meet with the building administrator, time limit not to exceed five (5) school days from the time of the incident over which the teacher is aggrieved. At his option the teacher may invite an Association representative to be present while the grievance is discussed. Every effort will be made to resolve the grievance informally.
  - 2. In the event the aggrieved is not satisfied with the disposition of his grievance at level one, he may file the grievance in writing with the Association.
    - Within five (5) working days of the receipt of the grievance the Association shall decide whether or not there is a legitimate grievance. It shall immediately process the claim with the building principal concerned. Within five (5) days from receipt of the grievance by the building principal he shall render a decision.
  - 3. In the event the aggrieved is not satisfied with the disposition of his grievance at the preceding level, the written grievance may be submitted by the Association to the appropriate central office administrator. Such action must be taken within five (5) days of the receipt of the decision at the preceding level. Within five (5) days from receipt of the grievance by the administrator, he shall render a decision.
  - 4. In the event the aggrieved is not satisfied with the disposition of his grievance at the preceding level, the written grievance may be submitted by the Association to the Superintendent. Such action must be taken within five (5) days of the receipt of the decision at the preceding level. Within five (5) days from receipt of the grievance by the Superintendent, he shall render a decision.
  - 5. If the grievance has not been resolved by administrators, the Association shall transmit it to the Secretary of the Board of Education within five (5) days of the decision. Within fifteen (15) days from receipt of the grievance, the Board shall pass upon the grievance. The Board may hold a hearing thereon, may designate one or more of its members to hold a hearing or otherwise investigate the grievance, or prescribe such procedure as it may deem appropriate for consideration of the grievance.

- 6. Extension of the time limits in any of the grievance procedure steps may be granted by mutual consent of the parties involved.
- 7. Binding Arbitration If the Board of Education, the aggrieved teacher and the teacher organization shall be unable to resolve any grievance, and it shall involve an alleged violation of a specific article and section of this agreement, it may within ten (10) days after the decision of the Board of Education be appealed to arbitration by either party. Such appeal shall be in writing and shall be delivered to the American Arbitration Association and the Board of Education within said ten day period, and if not so delivered, the grievance shall be abandoned. The arbitrator shall be appointed under the rules of the American Arbitration Association.

The arbitrator so selected will confer with the parties and hold hearings promptly and will issue his decision as soon as possible from the date of the close of the hearing. The arbitrator's decision shall be in writing and will set forth his findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall have no power to alter, modify, add to, or subtract from the provisions of this agreement. His authority shall be limited to deciding whether a specific article and section of this agreement has been violated and shall be subject to, in all cases, the rights, responsibilities and authority of the parties under the Michigan General School Laws or any other national, state, county, district or local laws.

The decision of the arbitrator, if within the scope of his authority as above set forth, shall be final and binding.

The arbitrator's fee and other expenses of arbitration shall be divided equally between the parties. Each party shall bear his own expenses in connection therewith.

8. If any teacher for whom a grievance is sustained shall be found to have been unjustly discharged, he shall be reinstated with full reimbursement of all professional compensation lost. If he shall have been found to have been too severely penalized, an agreement may be reached providing for an equitable settlement.

#### ARTICLE XIV

#### Curriculum

- A. Curriculum changes, innovations, experimental and pilot programs to be successful should be well understood by the total staff and have the approval of the majority of teachers involved, prior to adoption. Teacher representation according to grade level, individual buildings and subject areas shall be provided by the curriculum structure. The planning and development of new programs shall include teacher committees. A variety of means may be used to institute new programs including released time, in-service time, individual extended contract, and the teacher's own time.
- B. Evaluation of present programs shall include the teachers involved and recommendations shall be forwarded to the Board of Education through the Assistant Superintendent for Instruction. Copies of recommendations shall be distributed to committee members. Upon Board approval, all teachers involved shall receive a copy of the policy.
- C. All proposals regarding curriculum changes and/or innovations must be presented to the Board of Education.
- D. Evaluation of present programs shall include the staff involved and recommendations shall be forwarded to the Board of Education.
- E. An in-service program as outlined in the calendar shall be made available to every teacher. These days shall be scheduled and planned by a joint committee of administrators and teachers, chaired by the Assistant Superintendent for Instruction. The dates of the in-service meetings shall be set by said committee and made known to all staff members by September 15 of each year.

#### ARTICLE XV

#### Professional Study Committee

A. There shall be a Professional Study Committee established which shall be composed of four (4) members, two (2) shall be selected by the Board of Education and two (2) shall be selected by the Association.

The Professional Study Committee shall meet monthly beginning in October and report to the parties prior to February 1, yearly.

Meetings shall be called by the Assistant Superintendent for Instruction or his representative.

- B. Sub-Committees may be established as needed and may include existing committees such as the Curriculum Steering Committee.
- C. The Committee will consider questions related to the following areas of concern:
  - 1. Review of policies affecting teachers.
  - 2. Review of policies affecting students.
  - 3. Review of matters pertaining to professional ethics.

C-116-70

# ARTICLE XVI

#### DURATION OF AGREEMENT

This agreement shall be effective as of <u>September 1, 1970</u>, and shall continue in effect for two years until the 31st day of August, 1972.

Up to a total of five (5) items contained in Articles I through XV may be opened for negotiations, by either party, provided it shall give written notice of these items by March 1st of any year for the duration of the agreement.

Schedules A-Professional Compensation, B-Fringe Benefits, and C-Calendar may be re-opened for negotiations by either party, provided it shall give written notice to this effect by March 1st of any year for the duration of the agreement. Negotiations of such proposals shall begin within 30 days after receipt of such written notice.

Changes may be made at any time by mutual consent and this agreement shall remain in full force and effect until terminated as herein provided.

If the parties do not reach agreement on the items being negotiated by August 31st of any year for the duration of this contract, the entire contract will become null and void on said date.

This agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated, unless mutually agreed upon in writing by both parties.

LAKEVIEW BOARD OF EDUCATION

President

Date of Ratification

By\_\_\_\_

By

Secretary

By\_

Chairman Bargaining Committee

LAKEVIEW EDUCATION ASSOCIATION

By\_\_\_

President

Date of Ratification

By\_

Secretary

By

Chairman Bargaining Committee

# TEACHERS' SALARY GUIDE (Effective Sept. 1, 1970) Subject to Ratification

Schedule A C-300-70

Years LV Exper.	Bachelor's Degree	Master's Degree	*Master's Degree + 30
0 1 2 3 4 5 6 7 8 9 10 11 12	7,859. 8,180. 8,541. 8,864. 9,229. 9,597. 10,078. 10,562. 11,220. 11,878. 12,654.	8,373. 8,763 9,196. 9,589. 10,082. 10,578. 11,080. 11,585. 12,100. 12,653. 13,320. 14,042. 15,000.	8,873. 9,263. 9,696. 10,089. 10,582. 11,078. 11,580. 12,085. 12,600. 13,153. 13,820. 14,542. 15,500.

\* M.A. \* 30 Semester Hours Credit earned after receipt of M.A. Degree toward an advanced degree or approved by the Superintendent will be accepted in lieu of Educational Specialist Degree.

- 1. <u>M.A. + 15</u> An additional \$250 above the Master's Degree salary guide may be given upon application to teachers with 15 hours beyond the M.A. <u>Such hours must be in the teacher's field of certification or in the field</u> of education.
- 2. Credit For Outside Teaching Experience
  - a. Upon initial employment credit for teaching experience earned outside the school district may be allowed at \$250 per year up to five (5) years. Upon special recommendation of the Superintendent and approval by the Board of Education, an additional five (5) years at \$200 per year experience credit may be granted for special leadership positions or where the school district has a specific need for longer experience.
  - b. Upon special recommendation of the Superintendent and approval by the Board of Education, job-related experience credit may be granted up to five (5) years at a limit of \$200 per year, which may upon approval by the Board of Education be incorporated into the initial contract, or where such outside job-related experience is not included in the initial contract that upon administrative evaluation of the services rendered by the teacher in the performance of his duties during the first year teaching in Lakeview system, that additional salary credit may be granted in his second year contract, providing that evaluation indicates that his job-related experience seems to be of definite value to the teaching services being rendered in the Lakeview Schools.

3. Lakeview Experience -

Lakeview experience is granted on the step equal to the number of full years or major fraction thereof. Outside experience credit is given at \$200 per year or major fraction thereof for the 5 years prior to 1967-68. EIP or STEP graduates presently with Lakeview shall be allowed one year's experience credit of \$200.



#### 4. Completion of an Advanced Degree -

Upon certification prior to September 15 of the completion of an advanced degree, salary will be granted for the year. Upon certification prior to February 15 of completion of advanced degree, one-half of appropriate salary credit will be granted for the remainder of the contract year.

#### 5. Special Education Differential -

The following amount above schedule for those teachers qualified to teach special education classes by the Michigan Department of Education and assigned to the special education in the Lakeview District:

\$300 - - - Speech Correction, Type A, Homebound
\$400 - - Deaf and Hard of Hearing, Emotionally Disturbed, Aphasic.
10% of Base Salary - - Psychologist, Diagnostician,

Social Worker

#### 6. Driver Education -

Qualified teachers when recommended by the High School Principal and the Superintendent of Schools and approved by the Board of Education, may teach Driver Education outside the regular school day and be paid salary as follows:

> Classroom instruction - salary shall be at the rate of \$6.25 of actual classroom instruction. (Not including planning time, checking papers, and recording information on cumulative records, reports, etc. These duties shall be considered part of the duties of the teacher without additional compensation.)

Each group shall have between 28 and 30 hours of classroom instruction.

The groups should average 45 pupils during any calendar year. This may be done with 60 in a group for basic presentation and divided into two groups of 30 each for discussion, or may be grouped into sections of 45 each for total instruction, or may be grouped with 60 in some groups and 30 in other groups for total instruction.

For behind-the-wheel instruction which shall average six hours per student, the teacher shall be paid at the rate of \$37.50 per student, effective September 1, 1970.

Reports shall be filed in the form prescribed by the Assistant Superintendent for Business.

# 7. Extra-Curricular Activities - Salary Provisions -

Upon recommendation of Principal and Superintendent and approved by the Board of Education once each year for the entire contractual year, contract riders will be issued for the following services:

(1)	Athletic Director				of releas	
(2)	Football	Varsity	9%	11	teacher's	11
(3)		Assistants (4)	7%	11	11	11
(4) (5)		9th Grade	6%	11	11	11
(5)		7-8th grades				
		Assistant 9th	5%	n	11	11
(6)	Basketball	Varsity	9%	11	11	11
(7)		Jr. Varsity	7%	11	11	11
(8)		9th Grade	6%		11	11
(9)		7-8th grades	5%	11	11	11
(10)	Baseball	Varsity	7%	11	11	11
(11)		Jr. Varsity	5%		11	11
(12)		9th Grade	5%		11	11
(13)		7th - 8th	4%		11	11
(14)	Track	Varsity	7%	11	11	11
(15)		Assistant	5%		11	11
(16)		Cross-Country	6%	11	11	11
(17)		9th Grade	5%	11	11	11
(18)		7-8th grades	5%	11	11	11
(19)	Hockey	Sr. High	8%	11	11	11
(1)	nockey	DI • III'EII	0/0			
(20)	Wrestling	Sr. High	7%	11	11	11
(07)						
(21)	Swimming	Sr. High	7%	11	11	11
(22)	Tennis	Sr. High	6%	11	н	11
(						
(23)	Skiing	Sr. High	3%	11	11	11
(24)	Golf	Sr. High	5%	11	11	н
		0				
(25)	G.A.A.	Sr. High	3%		11	11
		Jr. High	2%	11	11	11
(26)	Cheerleading	Sn High	4%	11	11	11
(20)	oncerreauting	Sr. High Jr. High	4% 3%		11	
		or • megn	2/0			

# C-303-70

(27)	Huskettes	Sr. High	3%	of	teacher's	salary
(28)	Cheerleading	Hockey	1%	11	11	11
(29)	Instrumental Music	Sr. High Jr. High Assistant	9% 5% 3%	11	11 11 12	п п п
(30)	Vocal Music	Sr. High Jr. High	4% 2%		II II	11 11
(31)	Yearbook Editor (if services are part of regular class)	Sr. High (w/o asst.) Sr. High (with asst.) Sr. High Asst. Jr. High	0% 5% 4% 2%	11 11 11	11 11 11 11 11	11 11 11 11 11
(32)	Newspaper (if services are part of regular class)	Sr. High Jr. High	0% 4% 2%		II TI	n n
(33)	Dramatics (2 Plays)	Sr. High	4%	11	п	11
(34)	Debate & Forensics	Sr. High	4%	11	п	11
(35)	Class Sponsor (2 per class)	Sr. High	2%	11	п	II
(36)	Sixth Grade Camp		1%	11	П	11
(37)	Pool Co-ordinator		3%	11	н	п
Adul	t Education Salary:	In accordance with Adu Summer School Guide.	lt I	Educ	ation and	

9. Extended School Year:

8.

Contract riders may be issued upon the recommendation of the Superintendent and approval by the Board of Education at an individually negotiated salary for a specific service or at the rate of 2% or 21% per week of the basic 40 week contract salary, or at the Adult Education and Summer School Rate.

C-304-70

10. Department Chairmen:

Departmental chairmen, subject to the approval of the Board of Education shall be remunerated according to the following percentages that shall be computed on the base salary at the beginning of the year. Departmental chairmen with B.A. to receive 1% less than the category:

# A. 8% CATEGORY

1.	Sr. High Science	With rele	eased h	nour	
2.	Sr. High English	11	11	11	
3.	Sr. High Social Studies	11	11	11	
4.	Music (K-12)	11	11	11	
5.	Ind. Arts (7-12)	п	н	11	
6.	Physical Education (K-12)	11	11	11	
7.	Driver Education	Optional	Block	Time	

# 6% CATEGORY

в.

1.	Art (K-6)	Optional	Block	Time
2.	Art (7-12)	п	11	11
3.	Sr. High Math	Released	Hour	
4.	Business Education (7-12)	п	11	
5.	Jr. High Math Co-Chairmen	Optional	Block	Time
6.	II II II II II	11	н	11
7.	Jr. High Social Studies Co-Chairmen	п	11	11
8.	и и и и и	11	11	11
9.	Jr. High Science Co-Chairmen	11	11	н
10.	II II II II II	11	11	n
11.	Jr. High English Co-Chairmen	11	н	n
12.	II II II II II	n	11	11
13.	Language (7-12)	Released	Hour	
14.	Counseling (7-12)	Reduced 1	Load	

1

C-305-70

# 3% CATEGORY

C.

1.	Home Ec.	(7-12)	Optional	Block	Time

2. Library (K-12)

н п п

Department chairmen in the Optional Block Time released category may apply for such released time, subject to the approval of their building principal and the Ass't. Supt. for Instruction or his representative.

# 11. Regular Teachers Substituting -

Teachers substituting during their preparation period shall be paid at the rate of 6.25 per hour.

# LAKEVIEW PUBLIC SCHOOLS St. Clair Shores, Mich.

#### 1970-1971 CALENDAR

Septembe	r 8	AM/PM P.M.	All teachers in buildings Orientation of 7th - 12th grades
	9		All students 2-12 full day program
	9 - 10	A.M. P.M.	Kindergarten (half of A.M. class) Kindergarten (half of P.M. class)
	9 - 25	A.M. P.M.	First Grade (1st half) First Grade (2nd half)
November	26		
	27		Thanksgiving Vacation
	30		School Reopens
December	24		
	to		
January	1		Winter Vacation
	4		School Reopens
	22		Records Day (no school for students)
	25		Second Semester Begins
April	9		
	to		
	16		Spring Vacation
	19	• • • • • •	School Reopens
May	31		Memorial Day
June	10		Last Day for all Students
	11		Records Day
ITEMS:			
1.	Up to 4 one-	half days may	be scheduled for in-service.
2.	-	er Conference	
			6 - one-half days 3 times per year.

Kindergarten - - 6 - one-half days 3 times per year. a. b. Grades 1-4 3 - one-half days 3 times per year. - -3 - one-half days 2 times per year. Grades 5-6 - c. Grades 5-6 Grades 7-9 2 - one-half days 2 times per year. d. - -Late afternoon and evening Grades K-12 e. - conferences to be scheduled as necessary.

3.

If sufficient days have not been fulfilled to receive full state aid, then additional days may be added to meet minimum state standards.

OTHER

Schedule C C-320-70

#### OTHER BENEFITS

#### 1. Hospitalization Insurance -

..

- a. Each employee shall have the Blue Cross Blue Shield Plan or the equivalent MEA Plan paid by the District. Single subscribers shall be entitled to 100%; married subscribers shall be entitled to 100% provided they sign an affidavit stating that they do not have a hospitalization plan provided by their spouse.
- b. The district will provide the IMB-BO Rider that provides pre and postnatal benefits
- c. Coverage of the hospitalization insurance shall cover all employees from September 20 to June 20 for Blue Cross, and from October 1 to July 1 for the MEA equivalent.

Returning teachers shall receive continuous coverage.

# 2. Term Life Insurance -

- a. All employees shall receive a \$7,500 double indemnity term life insurance policy as long as they remain in the employ of the school district, in accordance with the terms of the authorized insurance company.
- b. Employees who retire after September 1, 1970 shall receive a \$2,000 term life insurance provided they have reached age 62, and provided they have ten years of service in the Lakeview District.
- 3. Disability Insurance -

Beginning on the 91st working day of a disability, teachers may receive 60% of their annual base salary, to age 65, in accordance with the terms of the authorized insurance company contract.

4. Leave Policies -

Sick Leave and Business Leave shall be in accordance with Article XI of the Master Agreement:

11 days per year for 10 month positions, cumulative to 100 days.

5. Master Agreement -

All certified teachers under contract as teachers receive all benefits and obligations set forth in the Haster Agreement between the Lakeview Education Association and the Board of Education.

#### 6. Tuition Reimbursement -

a. Total tuition costs will be paid by the school district for the satisfactory completion of course work in local workshops and locally-sponsored courses designed to meet specific in-service education needs of the Lakeview School District. This will apply to all teachers who participate in these workshops or specific courses regardless of degree or certification status.

Whenever possible, the tuition will be paid directly to the college or university conducting the in-service education workshop or specific course designed to be locally sponsored.

If the course work is not completed to the satisfaction of the college instructor, deductions will be made from this contract salary in accordance with the provisions of this policy.

b. Teachers will be reimbrused at the rate of \$21.00 per semester hour (\$14.00 per term hour) upon satisfactory completion of college credit courses beginning after September 1 of the first year a teacher is under contract with the Lakeview Schools, and completed satisfactorily by a teacher while still under contract with the Lakeview Schools.

The following provisions shall be necessary to participate in the tuition reimbursement program for college credit courses:

- (1) Reimbursement will be made for college credit courses taken beyond a Bachelor's Degree, plus 10 semester hours required for a permanent certificate to a limit of 22 semester hours, prior to receipt of a Master's Degree.
- (2) Reimbursement will be made beyond a Master's Degree.
- (3) All college credit courses leading to an advanced degree will be accepted, providing a grade of B or better (where applicable) has been awarded.
- (4) Other courses may be accepted upon prior approval of the Superintendent of Schools.
- (5) Reimbursement will be made upon evidence of satisfactory completion of the course providing the employee shall provide evidence that the tuition had been paid by the employee.
- (6) Application and evidence of satisfactory completion shall be made on a form prescribed by the Superintendent.
- (7) The tuition policy does not apply to intern teachers.

#### 7. Tenure -

Tenure provided for all certified personnel under Michigan State Tenure Law and Local Tenure Policy.